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**FLORIDA NON-PROFIT CORPORATION**  
**GRAN PARADISO PROPERTY OWNERS ASSOCIATION, INC.**

*D. WHITE NOV -9 2005*

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**ARTICLES OF INCORPORATION  
of  
GRAN PARADISO  
PROPERTY OWNERS ASSOCIATION, INC.  
a Florida corporation not-for-profit**

**PREAMBLE**

Gran Paradiso I,LLC and Gran Paradiso II, LLC ("Declarant"), owns certain property in Sarasota County, Florida (the "Subject Property"), and intends to record a Declaration of Covenants and Restrictions of Gran Paradiso Property Owners Association, Inc. (the "Declaration") which will affect the Subject Property. This Association is being formed as the Association to administer the Declaration and to perform the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Sarasota County, Florida, with these Articles of Incorporation attached as an Exhibit. All of the definitions contained in the Declaration shall apply to these Articles, and to the Bylaws of the Association.

**ARTICLE I - NAME AND ADDRESS**

The name of the corporation is GRAN PARADISO PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association".

The address of the principle office of the corporation is: 1265 Horse & Chaise Blvd, Venice, Florida 34285, and the corporation's mailing address is: P.O. Box 558, Venice, Florida 34284.

**ARTICLE II - PURPOSES**

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the Association as provided in the Declaration.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.
4. Not to operate as a condominium association or be governed by Chapter 718, Florida Statutes.

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ARTICLE III - POWERS AND DUTIES

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

2. The Association shall have the power to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration, including but not limited to, the following:

2.1. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

2.2. To make and collect Assessments against Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties and to place liens on any Lot(s) if an owner fails to pay any Assessment.

2.3. To enforce the provisions of the Declaration, these Articles, and the Bylaws.

2.4. To make, establish, and enforce reasonable rules and regulations governing the use of Common Areas, Lots, Units and other property under the jurisdiction of the Association.

2.5. To grant and modify easements, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

2.6. To borrow money for the purposes of carrying out the powers and duties of the Association.

2.7. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the Declaration.

2.8. To obtain insurance as provided by the Declaration.

2.9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for proper operation of the properties for which the Association is responsible, or to contract with others for the performance of such obligations, services and/or duties.

2.10. To sue and be sued.

2.11. Subject to the execution of a Maintenance Agreement with the West Villages Improvement District, the Association shall operate, maintain and manage the surface water or

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stormwater management system(s) in a manner consistent with any Southwest Florida Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system and/or any other Water Management Plan Improvements.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

2.12. To contract for cable television, water for irrigation systems supplied to the Lot line of any Lot, and any other services for the Subject Property.

2.13. The Association shall have the right to contract for professional management or services on such terms and conditions as the Board deems desirable in its sole discretion, provided, however, that any such contract shall not exceed ten (10) years after turn over to the Owners and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

#### ARTICLE IV - MEMBERSHIP AND VOTING

1. The members of the Association shall consist of all of the record owners of Lots. Membership shall be established as to each Lot upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Lot, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Subject Property is located of the deed or other instrument establishing the acquisition and designating the Lot affect thereby, the new Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Owner as to the Lot designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Lot. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

2. The share of each member in the funds and assets of the Association, and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that membership is established.

3. In the event any Lot is owned by more than one person and/or by entity, the vote for such Lot shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

4. The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

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5. The Association shall have the following classes of voting members:

(a) Class A. Class A members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned.

(b) Class B. The Class B member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ten (10) years from the date of recording the Declaration or 90 days after the Owners other than Declarant own 90% of the Lots.

ARTICLE V - TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VI - INCORPORATOR

The name and street address of the incorporator is: Gran Paradiso I, LLC and Gran Paradiso II, LLC, 1265 Horse & Chaise Blvd, Venice, Florida 34285.

ARTICLE VII - DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board which shall consist of not less than three (3) directors and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors are not required to be members of the Association.

2. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. The Declarant shall have the right to appoint all of the directors until 90 days after Declarant has conveyed 90% of the Lots within the Subject Property, or until ten (10) years after the Declaration is recorded in the public records in the county in which the Subject Property is located, whichever occurs first, and thereafter shall have the right to appoint one director as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Lots. The Declarant may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the members. When the Declarant

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no longer holds for sale in the ordinary course of business at least 5 percent of the Lots, all of the directors shall be elected by the members (including Declarant while it is still an Owner of any Lots) in the manner provided in the Bylaws.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws; provided, however, to the extent that the Declarant retains the right to appoint directors, no director appointed by the Declarant may be removed except by the Declarant.

ARTICLE VIII - OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE IX - INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to gross negligence or willful misfeasance or malfeasance in the performance of his duties to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in an of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses

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(including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the Members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights or which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE X - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant, the Directors and/or members in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

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1. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all Institutional Lenders holding mortgages upon the Lots. No amendment shall be made that is in conflict with the Declaration. Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint directors pursuant to Article VII.

7. No amendment to these Articles shall be made which discriminates against any Owner(s); or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.

8. Upon the approval of an amendment to these Articles, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Subject Property is located.

**ARTICLE XII - DISSOLUTION**

The Association may be dissolved as provided by law, provided that any such dissolution must receive the affirmative vote of two-thirds of the votes of the entire membership of the Association, and any such dissolution shall also require the consent of Declarant so long as Declarant owns any



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portion of the Subject Property, or holds a mortgage encumbering any portion of the Subject Property other than a Unit. In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration unless made in accordance with the provisions of such Declaration.

**ARTICLE XIII - INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT**

The street address of the initial registered office of the Association shall be at 1265 Horse & Chaise Blvd, Venice, FL 34285. The initial registered agent of the Association at that address is Sam R. Rodgers.

The undersigned incorporator adopts these Articles of Incorporation this 8 day of November, 2005.

GRAN PARADISO D, LLC  
GRAN PARADISO II, LLC

By: [Signature]  
Sam R. Rodgers, its Manager

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